

COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

DARYL L. OSBY FIRE CHIEF FORESTER & FIRE WARDEN

August 04, 2015

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

47 August 4, 2015

ACTING EXECUTIVE OFFICER

APPROVAL OF MASTER AGREEMENT EXTENSIONS FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board approval to authorize the Fire Chief to extend existing master agreements for Fire Fleet Maintenance and Repair Services (fleet services) for twelve (12) months, on a month-to-month basis. This extension period is required to allow for the completion of the solicitation process to establish new contracts.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

- 1. Delegate authority to the Fire Chief to extend existing master agreements for fleet services for a period of twelve (12) months, on a month-to-month basis, not to exceed a cost of \$3,700,000.
- 2. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Fire Chief to extend existing master agreements for an additional twelve (12) months, on a month-to-month basis. The existing master agreements between the District and the attached list of vendors (Attachment A) will expire on

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September 28, 2015. The District currently obtains a variety of fleet services for the District's fleet of vehicles from these existing master agreement vendors; these services are essential to ensure that the District's vehicles are maintained, operational, and readily available for emergency responses.

The proposed Amendment (Attachment B), which County Counsel has reviewed and approved as to form, will include the name and contract number and will be signed by County Counsel before execution by the District. The proposed Amendment will provide the District with time to complete the solicitation process for new contracts. As stated in the District's memo to the Board on April 7, 2015, the District is currently in the solicitation process to establish new contracts for fleet services.

Implementation of Strategic Plan Goals

The recommended action is consistent with County Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, by ensuring the District provides operational and well-maintained vehicles to its employees, thereby allowing the District to fulfill its responsibility to the public.

FISCAL IMPACT/FINANCING

The cost of the contract extensions will not exceed \$3,700,000. Sufficient funding is available in the District's Fiscal Year 2015-16 Adopted Budget for this item. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing master agreement vendors comply with the California State Department of Consumer Affairs Bureau of Automotive Repair (BAR), the National Institute for Automotive Service Excellence (ASE), and by Original Equipment Manufacturers (OEM). All pricing rates, terms, and conditions of the master agreements will remain the same and in full force and effect.

CONTRACTING PROCESS

The existing master agreements for fleet services were approved by your Board on September 29, 2009, with a final expiration date of September 28, 2015, after all possible extensions being exercised. Approval of the recommended actions will allow time for the District to complete new solicitations and establish new contracts. In May of 2014, the District released a Request for Proposals (RFP) with a Statement of Work that solicited one vendor who could provide all of the fleet services through multiple facilities. The intent of this RFP was to consolidate the work of the master agreement vendors to one vendor with multiple facilities, and to have this contract in place before the expiration of the current master agreements. Due to concerns expressed by small business vendors regarding their ability to meet the RFP's requirements, the District cancelled the RFP on June 10, 2014.

The District's contracts section is currently developing new solicitations to establish contracts to replace the current master agreements and anticipates these new contracts to be in place no later than the summer of 2016. Since all of the current master agreements contain a Termination for Convenience clause, as soon as the new contracts are in place, the current master agreements will be terminated by notice of termination no less than thirty (30) days after the notice is sent.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommendation will allow the District to continue to obtain fleet services from its current master agreement vendors. There will be no significant impact on current services as there will be no displacement of any District or County employees.

CONCLUSION

Upon execution by your Board, the District requests that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275, when the documents become available.

Respectfully submitted,

DARYL L. OSBY

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FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:cs

Enclosures

c: Interim Chief Executive Officer
Acting Executive Officer, Board of Supervisors
Interim County Counsel

FLEET SERVICES MASTER AGREEMENT VENDORS

	VENDOR NAME	CONTRACT NUMBER
1.	American Moving Parts, LLC	77107
2.	Bourret Auto Glass, Upholstery & Interior, Inc.	77110
3.	California Clutch & Gear, Inc.	77111
4.	California Frame & Axle	77112
5.	Craig Daniel Leasing Corp. dba Road Runner Specialty Towing & Transport	77108
6.	Dieseltron	77115
7.	Duran's Body Shop, Inc.	77116
8.	F & H Tire	77118
9.	Freddie Mac's, Inc.	77119
10.	Garfield Car Wash	77104
11.	Get Tires, Inc.	77106
12.	Glass Doctor of Montebello	77120
13.	Golden Hands Auto Body, Inc.	77121
14.	LBI Air, Inc.	77122
15.	Leon's Transmission Service, Inc.	77123
16.	OC Fleet, Inc.	77124
17.	Pacific Ford, Inc.	77125
18.	Penske Chevrolet	77130
19.	Phenix Enterprises	77126
20.	Pomona Auto Body Collision Center, Inc.	77127
21.	Star Ford	77132
22.	Throgmorton's Frame Clinic	77133
23.	Tire Centers, LLC	77134
24.	Toms Truck Center North County, LLC	77114
25.	UL, LLC	77135
26.	United Brothers Motor Inc. dba Super Ford	77128
27.	United Diesel Service	77136
28.	United Transmission Exchange	77137
29.	Webb's Auto & Truck Service	77105
30.	Western Truck Exchange	77102

AMENDMENT NUMBER XX FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT # 77xxx

This Amendment is entered into by and between the Consolidated Fire Protection District of Los Angeles County (District) and Vendor Name (Contractor).

WHEREAS, on September 9, 2009, District and Contractor entered into Contract # 77xxx for the provision of Fleet Maintenance and Repair Services for the District; and

WHEREAS, the Contract provides that changes to its terms may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, District and Contractor hereby agree to this Amendment to Contract # 77xxx to extend the terms of said Contract for twelve (12) months, on a month-to-month basis, with the maximum possible Contract end date being changed to September 28, 2016; and

Revise Section 8.25, INSURANCE COVERAGE REQUIREMENTS; and

Add Section 8.25.6, PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. This Contract is amended to revise/add the following language:

4.0 TERM OF CONTRACT

4.1 This Contract shall remain in full force and effect until no later than September 28, 2016, and shall be extended on a month-to-month basis by the District, at the District's sole discretion, beginning on September 29, 2015.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". This insurance shall also provide garage keepers coverage with a limit of not less than \$1 million per occurrence covering physical damage and theft of District vehicles left with Contractor for servicing, repair, storage or safekeeping.

AND/OR

8.25.3 **Garage Liability** insurance written on standard ISO policy form or its equivalent and includes, without limitation, Covered Autos for "any auto" with limits of not less than \$1 million per accident, Liability Coverage that provides premises/operations, products/completed operation, contractual and broad form property damage with limits not less than \$1 million per occurrence and Garage Keeper Coverage with limits of not less than \$1 million per occurrence covering physical damage and theft of District's vehicles left with contractor for servicing,

repair, storage or safekeeping. The policy shall have and aggregated limit of two times the per occurrence limit.

- 8.25.6 Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation. (IF APPLICABLE).
- 2. Except as provided in this Amendment Number XX, all other terms and conditions of the Contract shall be in full force and effect.
- 3. This Amendment Number XX shall be effective when signed by both parties.

	CT OF LOS ANGELES COUNTY	VENDOR N	AME
Ву:		Ву:	
Name:	Lucy Guadiana	Name:	Authorized Signature
Title:	Contract Administrator	Title:	Print Name
Date:		Date:	
APPRO	OVED AS TO FORM:		
	WICKHAM County Counsel		
Ву:	Principal Deputy County Counsel		
	Fillicipal Deputy County Counsel		